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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ARTHUR ANGERMEIR, NITESH BHAGWANANI,  
KEN ELDER, BECKY D. GLYNN, RAJAT GOYAL,  
KRISTINA GREENE, LOUIS MARROU, MARILYN  
MURRELL, AND DR. SHIVA NANCY SHABNAM,

Plaintiffs,

– against –

JAY COHEN, SARA KRIEGER, JENNIFER CENTENO,  
LOUIS CUCINOTTA, RICARDO BROWN, ROBERT  
TAYLOR, JOSEPH I. SUSSMAN, JOSEPH I.  
SUSSMAN, P.C., LEASE FINANCE GROUP, LLC, MBF  
LEASING LLC and NORTHERN LEASING SYSTEMS,  
INC.,

Defendants.

12 Civ. 0055 (KBF)

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that, upon the Court's Order, dated March 31, 2015 (ECF No. 98), the Court's order dated April 17, 2015 (ECF No. 124), and the Declaration of Robert Lillienstein, dated May 20, 2015 (with exhibits), the undersigned counsel for Defendants renews its motion before this Court (ECF No. 106), before the Honorable Katherine. B. Forrest, U.S.D. J., in Courtroom 15A at the United States Courthouse located at 500 Pearl St., New York, NY 10007, for and Order seeking the following relief as a result of Plaintiffs' failure to comply with multiple Orders of this Court regarding discovery:

A. a judgment dismissing all claims asserted in this action by Plaintiffs, with

prejudice, together with costs and disbursements to Defendants;

B. a money judgment in favor of counterclaim-plaintiffs MBF Leasing LLC (“MBF”) and Northern Leasing Systems, Inc. (“NLS”) on their counterclaims against Plaintiffs Murrell, Greene, Elder, Bhagwanani, for the amounts claimed plus appropriate interest;

C. an inquest to calculate the attorneys’ fees and expenses to which MBF and NLS are entitled under the contractual provision signed by Plaintiffs Murrell, Greene, Elder, Bhagwanani, under which they agreed that they would be liable for all reasonable attorney’s fees and other expenses incurred in enforcing the guaranty and lease that they signed; and

D. such other and further relief as the Court deems just and proper.

Dated: May 22, 2015  
New York, New York

/s/  
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